

Student Rules and Regulations for Sector Qualification Certificate Courses

The rules and regulation set out in the document apply to students registered on a Sector Qualification Certificate course :

- Certificate in Academy Governance
- · Certificate in Charity Law and Governance
- · Certificate in Corporate Law
- Advanced Certificate in Heath Service Governance
- Certificate in Sports Governance

This document should be read in conjunction with the Programme Guide relating to the Certificate course that you have registered on.

Definitions

'The Institute', 'We', 'Us', and 'Our' means The Chartered Governance Institute UK & Ireland.

'You', and **'Your'**, **'Student' or 'Candidate'** means the person registered or applying to be registered as a student of The Chartered Governance Institute UK & Ireland.

'Course' means the course of study and assessment for which the student seeks registration. This includes all support and services provided by the Institute for the student to complete the appropriate study.

'Application' means the application for registration submitted by the student in accordance with the student rules and regulations.

'Agreement' means this contract between the Institute and the student and comes into effect on the date that an application is received and accepted by the Institute as suitable for registration and notice of such acceptance has been issued to the student.

1 Membership rights and code of conduct

- 1.1 When you register as a student and receive confirmation from us that you have been registered, you may only describe yourself as a 'Student' or a 'Student of the Chartered Governance Institute UK & Ireland'. You may not be described as a 'member of the Institute' or a 'Chartered Secretary' or a 'Chartered Governance Professional' while a student.
- 1.2 As a student of the Institute, you will behave in accordance with our 'Code of Professional Ethics and Conduct'. If you fail to do so, this may lead to disciplinary action and could affect your ability to continue studying or, on completion of the examinations, to be accepted as a member of the Institute.

2 Registration as a new student on the Certificate Programme

- 2.1 You may register as a student on the Certificate programme at any time but will need to check the course start dates to determine when the next programme will start.
- 2.2 You must use the online registration process on our website, www.cgi.org.uk.
- 2.3 The course fee is paid in full when you register
- 2.4 You will not be registered as a student until payment of the course fee has been made in full.

3 Course cancellation or deferral

- 3.1 If you have registered on the course and wish to cancel before it starts, the refund policy is outlined in Section 6.
- 3.2 Course cancellations are allowed until the date of the first webinar (Session 1 of the course).
- 3.3 A deferral can only take place after you have registered for the course and before any assessments (the written assignment and the MCQ exam) have been submitted/attempted.
- 3.4 You may request a deferment up to the point that the written assignment question is issued. Evidence to support your request will be required.
- 3.5 If a deferral is granted, you will need to re-start the course.

4 Re-registration as a student on the course

- 4.1 If you were registered as a student in the past but did not pass the examination within the time limit for completion, you will be required to re-register for the course and pay the full registration fee.
- 4.2 Any students who have previously been removed from the student register, for reasons such as repeated examination failure or breach of the 'Code of Professional Ethics and Conduct', will not be able to re-register as a student.

5 Fee payment

- 5.1 All fees are payable to the Institute in sterling. Other currencies will not be accepted.
- 5.1.1 You will pay the correct fees at the time of course registration and/or entering for any examinations.
 - a. The course fee includes:
 - i. Student registration and learning management system licence fee.
 - ii. Study support webinars.
 - iii. Digital copies of the syllabus, study materials and access to the online study support area.
 - iv. One entry for the written assignment.
 - v. One entry for the multiple-choice question exam (see Section 8).
- 5.3 Separate fees will apply for a re-submission of the written assignment or a re-sit of the multiple-choice question exam.
- 5.4 We reserve the right either to withdraw your examination entry or withhold examination results and/or certificate until any outstanding fees are settled in full.

6 Refunds

- 6.1 You have the right to cancel and obtain a full refund of your course fee by email or in writing within 14 days of payment, provided you have not received any training or services.
- 6.2 Later cancellations will be subject to an administrative charge as set out on our website and will be made solely at the Institute's discretion and you will provide a reason for such cancellation.
- 6.3 Applications for refunds must be sent to enquiries@cgi.org.uk or in writing to Member Services, The Chartered Governance Institute UK & Ireland, Saffron House, 6-10 Kirby Street, London EC1N 8TS. Fees will only be refunded in sterling.

7 Course rules

- 7.1 We will provide advice and support to you on how to study on the course. It is your responsibility to attend the webinar sessions or to catch up with missed sessions, and to organise a programme of study and examination preparation.
- 7.2 In advance of the first webinar session of the course, you are expected to read the advance course material, our briefing emails and to carry out a test session on the webinar platform.
- 7.4 We are not responsible if you are unable to access live or recorded webinars, submit tasks on time or are absent from the examination.
- 7.5 Any study material, feedback, webinar links and recordings sent by the Institute to you are strictly for your use only and should not be shared.

8 Entering for examinations

- 8.1 To pass the course and achieve the qualification, you will have to achieve a pass for the written assignment and a pass for the multiple-choice question exam.
- 8.2 When registering as a student on the Sector Qualification Certificate course you are also registering to submit the written assignment and sit the multiple-choice question exam at the end of the course.

- 8.3 If you do not submit a written assignment or sit the multiple-choice question exam and a course deferment or assessment postponement has not been agreed, you will be marked as absent and fail the course.
- You will not be able to submit the written assignment or sit the multiple-choice question exam until all course fees are paid in full.
- 8.5 If you fail either the written assignment or multiple-choice question assessment (exam) you will not achieve an overall pass for the course.
- 8.6 If you fail either the written assignment **or** multiple-choice question exam, you will have the opportunity to re-submit/re-sit for which a fee will apply.
- 8.7 If you fail either the written assignment or multiple-choice question exam a second time, you will have to re-take the whole course for which a fee will apply
- 8.8 We will apply these rules for examination entry to all our students, but we will consider exceptions in individual cases if there is sufficient supporting evidence.

9 Assessment

- 9.1 The multiple-choice question exam is an online assessment for which you will use an examination platform called Rogo.
- 9.2 The online assessment will be monitored using 'remote proctoring'. You agree for Rogo to access your computer camera and that you will complete a room scan using the camera on your mobile device.
- 9.3 The written assignment will be submitted on the Rogo platform and will be checked against plagiarism software, including the use of undisclosed Artificial Intelligence (AI).
- 9.4 You agree that the written assignment will be your own work and that you will not engage in plagiarism or any form of dishonesty
- 9.5 You agree to disclose the use of any external assistance with the written assignment and that you will provide the attribution to this.
- 9.6 You will clearly distinguish any contributions to your assignment generated by AI and that you will disclose the use of AI tools in your work. Disclosure of AI tools means that you will provide an attribution of the tool used and provide an explanation on how it was used.
- 9.7 By entering for the examinations, you agree that you have read and will comply with these regulations: 'Instructions for examination candidates' and 'Code of Professional Ethics and Conduct'.
- 9.8 You must log into the MyCG student portal on a regular basis in the months leading up to the examination to check for updates and essential information.

10 Postponing an examination

- 10.1 If you are unable to sit an examination due to exceptional circumstances such as ill health or a close personal bereavement immediately before the examination period, you may apply to postpone the entry, but you will incur a postponement fee.
- 10.2 You may request to postpone your assessment i.e. the written assignment <u>and</u> the multiple-choice question exam, you may do so up to two weeks **before** you are due to submit the written assignment
- 10.3 Postponements are only granted at the Institute's discretion and are not guaranteed to be granted. An application for postponement must be supported by medical certificate(s) and/or other relevant documentation.
- 10.4 Postponements due to work commitments are not permitted under any circumstances.

- 10.5 A postponement will be for **both assessments**: the written assignment and the multiple-choice question exam. You are not able to postpone just one of them.
- 10.6 If postponement is agreed, you will be able to submit the written assignment and sit the multiplechoice question exam during the next assessment session.
- 10.7 You can apply for a postponement by contacting examinations@cgi.org.uk.

11 Absence from an examination

- 11.1 If you are absent from an examination without the permission of the Institute, the session will still be counted within your time limit for completion of the programme and as a session which you did not attempt an examination.
- 11.2 If you are absent from an examination for a good reason, you may contact us to explain why. You should be aware of time limits for such notification which are set out in in the Reasonable Adjustments and Extenuating Circumstances Policy and Procedure guidance document.

12 Examination results

- 12.1 Examination results are published in the MyCG area of our website and are sent by email.
- 12.2 We have a formal appeal process, but you are not allowed to appeal the examination result on the sole grounds that you did not agree with the mark awarded. You should refer to our examination guidance if you want to enquire about the result.
- 12.3 If you believe any circumstance may have affected your performance in the examination, you may request that this be considered before results are released. You must inform us in accordance with the instructions outlined in our examination guidance.
- 12.4 On successful completion of the course, you will be sent an electronic certificate.

13 Progression

- 13.1 Completion of a Certificate does not allow any automatic exemptions to any part of any other Chartered Governance Institute qualification.
- 13.2 Most Certificates allow the student to claim Affiliated membership on completion, and the student will be invited to do so if this applies.

14 Removal from the register

14.1 You will be removed from the student register, following completion of the course, if you have not upgraded to Affiliated membership within two years of your initial registration (or within three years if you deferred your course).

15 Student agreement

As a student, you agree:

- to abide by these student rules and regulations, examination guidance rules and '<u>Code of Professional Ethics and Conduct</u>' as stipulated from time to time;
- to undertake the appropriate course of study with the student being responsible for how, when and where such study will take place;

- 15.3 to observe any deadline dates set by the Institute for examination entry, examination deferral and postponement, request of script reports and other matters related to the course;
- to inform us of any breaks or delays in your study programme which prevent you from taking any examinations over two consecutive examination sessions;
- 15.5 to update MyCG with any change of email address, telephone number or home address
- 15.6 to keep any information provided by us and any correspondence with us confidential;
- to be responsible for any consequences arising out of the publication, loss or disclosure of your online registration information such as MyCG username and password;
- to be responsible for all fees and charges and to pay all such fees and charges as stipulated by the Institute in relation to our membership and examinations; and
- 15.9 not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of the Institute including its rights in course materials and examination questions.

16 Chartered Governance Institute UK & Ireland agreement

As the examining and awarding body, the Institute will:

- 16.1 make available at regular intervals the assessment opportunity necessary to complete each module;
- 16.2 provide such assessment opportunities at the arranged date and time, unless exceptional circumstances, such as breach of examination security, prevent this;
- 16.3 provide assessment materials and an assessment process which involves rigorous procedures of moderation and quality assurance;
- 16.4 allow the student entry to the first available examination assessment opportunity chosen by the student and notified to the Institute in accordance with these regulations;
- 16.5 publish guidance and policies relating to study and assessment;
- 16.6 provide adequate warning, and the opportunity for the student to take action, in the event of a major decision such as removal from the student register;
- 16.7 treat students with courtesy and respect;
- 16.8 treat students fairly and consistently; and
- 16.9 deliver a high-quality service to students.

17 Changes to Certificate content

- 17.1 The content of our Certificate programmes is regularly reviewed and the content, module titles and style of assessment may change.
- 17.2 If major changes to the Certificate occur while you are registered, you will be informed in advance.
- 17.3 When such changes occur, our principles for transition will aim to change students over with like-for-like exemptions for any completed modules, but this is not always possible.

18 Termination of student status

We reserve the right to terminate the student membership at any time and without notice in the event that the student breaches any of his or her obligations under this agreement or takes any action which, in the opinion of the Institute, might be construed as bringing the Institute into disrepute or for any other reason which, in the opinion of the Institute, justifies such action.

19 Force majeure

We will not be liable for non-performance of any of its obligations under the agreement.

20 Severability

If at any time any part or parts of this agreement are held to be unenforceable, illegal or otherwise not valid, either wholly or in part, the remaining parts of this agreement will continue to be binding and in effect.

21 Governing law

The agreement and all rights and obligations of the parties hereto will be governed and construed in accordance with the laws of England and, unless otherwise agreed, the parties hereby submit themselves to the exclusive jurisdiction of the English courts.

22 Data protection

The Institute and the student agree to comply with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR), along with any other relevant data protection legislation in their performance of this Agreement. Our privacy policy is incorporated into and forms part of this Agreement and is available at https://www.cgi.org.uk/privacy as amended from time to time.

23 Statutory rights

Nothing in these terms and conditions will operate to affect the statutory rights of either party.